

**VOLUNTARY CLEANUP CONTRACT
11-5708-NRP**

**IN THE MATTER OF
A PORTION OF THE FORMER COLUMBIA PHOSPHATE SITE, RICHLAND COUNTY
and
M & L MANAGEMENT COMPANY, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and M & L Management Company, LLC with respect to the Property located at 303 Gadsden Street, Columbia, South Carolina. The Property includes approximately 0.45 acres identified by Richland County Tax Map Serial Numbers R08913-04-02 and R08913-04-04. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 20, 2011, and any amendments thereto, by M & L Management Company, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-

10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "M&LMC" means M & L Management Company, LLC.
- B. "Beneficiaries" means M&LMC's Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of M&LMC or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS R08913-04-02

George Brian and Virginia Carolina Chemical Company Circa 1893
and Central Union Trust Company

Virginia Carolina Chemical Corp. September 29, 1926

Davis Moragne June 11, 1943

Moragne Farms, Inc. June 15, 1967

Eugene M. Hood and Frances Hood; Adale Handschy and Lloyd Handschy	June 22, 1979
Leslie W. Hamlett, Jr. and Shelby P. Hamlett; William F. Duncan and Susan Duncan	April 11, 1983
Southeastern of Columbia Real Estate Company	November 14, 1986
Southeastern Electrical Distributors Real Estate Company (closed 2007)	February 23, 1995 – Present

TMS R08913-04-04

George Brian and Virginia Carolina Chemical Company and Central Union Trust Company	Prior
Virginia-Carolina Chemical Corp.	September 29, 1926
Davis Moragne	June 11, 1943
Moragne Farms, Inc.	June 15, 1967
Eugene M. Hood and Frances Hood; Adale Handschy and Lloyd Handschy	June 22, 1979
William F. Hamlett and Leslie W. Hamlett, Jr.	December 31, 1986
Ben A. Porter	March 12, 1987
Southeastern of Columbia	June 12, 1987
Southeastern Electrical Distributors Real Estate Company	February 23, 1995 – Present

- B. Property and Surrounding Areas: The Property is located on the northwest corner of the intersection of Gadsden Street and Catawba Street. The Property consists of two of the three parcels that originally comprised the Columbia Phosphate site. The two Richland County parcels identified as R08913-04-02 and R08913-04-04 are today known as the Southeastern Electrical property with an address of 303 Gadsden Street. The third parcel of the Columbia Phosphate site, which is adjacent

to the west, is today occupied by the University of South Carolina (USC) Film Archives with an address of 707 Catawba Street. Railroad lines lie north of the Property while land to the east of Gadsden Street is vacant, residential property and the Richland County School District's fleet maintenance facility is beyond Catawba Street to the south, and a former steel fabricator is located west of the original Columbia Phosphate site.

Columbia Phosphate operated from 1893 until 1920 as a sulfuric acid and superphosphate manufacturing facility. The site consisted of five (5) buildings, two of which were located on the Property. As a general practice, superphosphate fertilizers were produced utilizing sulfuric acid chambers. When hot sulfuric acid was used, it leached metals from the lead chambers and pipes. Arsenic was leached from the phosphate rock. Often waste materials containing elevated concentrations of lead and arsenic were disposed on site. Surface drainage from the Columbia Phosphate Site flows to the southwest corner of the site and along Catawba Street. The Property currently contains a 6,700 square foot building that was formerly used as warehouse and office space. The building was reportedly constructed in 1954.

C. Investigation / Reports

In May 2007, the Department completed a PreCERCLIS Report for the Columbia Phosphate Company Site. Fourteen surface soil samples were analyzed in-situ, with an XRF instrument. The Report notes that arsenic, lead, and mercury were present at concentrations greater than their respective Regional Screening Level values for Residential Soil, i.e. unrestricted use. Copper was detected at a concentration of concern. Lead, arsenic and copper were specifically noted as "known or suspected" contaminants.

In July 2008, the EPA's Science Ecosystem Support Division and the Department's Superfund Technical Assessment Response Team conducted an investigation at

the Columbia Phosphate site. In September 2009, the Emergency Response and Removal Branch (ERRB) of the EPA performed a removal action at the Columbia Phosphate site. The EPA Removal Action Levels (RALs) were set at 160 milligrams per kilogram (mg/kg) for arsenic and 2,000 mg/kg for lead. Although three sampling locations are noted on the Property, none of the removal activities actually occurred on the Property, as defined herein.

A Site-Specific Quality Assurance Project Plan Addendum 3 Revision A Phase II Environmental Site Assessment, dated June 16, 2010 was submitted by Terracon on behalf of The Congaree Coalition. This document outlines activities to further delineate the extent of impacted soils, specifically beneath the buildings and to determine groundwater quality.

The results of the investigation were reported in the *Site Investigation Report Former Columbia Phosphate*, dated November 29, 2010. That Report included data only from the Southeastern Electrical portion of the former Columbia Phosphate site. Eleven soil borings were installed on an approximate 50 x 50 foot grid, one of which was inside the building. The three existing monitoring wells were sampled. The focus of this investigation was on arsenic and lead. Based on the results in this Report, groundwater has been impacted by arsenic and lead at concentrations greater than their respective maximum contaminant level (MCL) and action level (AL). X-ray fluorescence spectrophotometer (XRF) data indicated that arsenic and lead are both present in soils at concentrations greater than residential standards. A subsurface sample from the B-5 location and a surface sample from the B-10 location were submitted to be analyzed. Laboratory data from these two samples (B-5 and B-10) confirmed the XRF detections. Laboratory data reported arsenic in the surface soil sample from B-10 [depth from ground surface to two (2) feet below ground surface] at 43.3 mg/kg and lead in that same sample at 1,090 mg/kg. The residential / industrial regional screening level values for arsenic are 0.39 / 1.6 mg/kg and for lead and compounds are 400 / 800 mg/kg.

On June 30, 2011, Terracon Consultants, Inc. submitted a Phase I Environmental Site Assessment Former Southeastern Electrical, dated June 17, 2011, on behalf of M&LMC. The former onsite Columbia Phosphate Plant was the only recognized environmental condition reported in this updated Phase I. On August 4, 2011, Terracon Consultants, Inc. provided a legal description of the Property along with an ownership history of the two parcels that comprise the Property.

D. Applicant Identification: M&LMC is a South Carolina limited liability company with its principal place of business located at 808C Lady Street, Columbia, South Carolina 29201. M&LMC affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: M&LMC will acquire the Property and intends to use the building and Property for light manufacturing and for rental. The office space will continue to be used for offices and the warehouse will be used for manufacturing and for storage. M&LMC anticipates the creation of six (6) permanent jobs.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. M&LMC certifies that it and its members are Non-Responsible Parties at the Site and are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. M&LMC agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by M&LMC, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by M&LMC, or its designee in accordance with the schedule provided in the initial Work Plan. M&LMC acknowledges that the assessment may find distributions of Existing Contamination requiring additional

assessment and/or corrective action on the Property that cannot be anticipated with this Contract. M&LMC agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, M&LMC may seek an amendment of this Contract to clarify its further responsibilities. M&LMC shall perform all actions required by this Contract, and any related actions of M&LMC's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). M&LMC shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance

of the well approvals by the Department.

c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
- ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

6). The Work Plan shall include the names, addresses, and telephone numbers of M&LMC's consulting firm(s), analytical laboratories, and M&LMC's contact person for matters relating to this Contract and the Work Plan.

a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.

b). M&LMC shall notify the Department in writing of any changes concerning the

consulting firm(s), contact person(s), or laboratory identified in the Work Plan.

- 7). The Department will notify M&LMC in writing of approvals or deficiencies in the Work Plan.
- 8). M&LMC, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). M&LMC shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). M&LMC shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). M&LMC shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. M&LMC shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations,

documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). The Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). M&LMC shall characterize all Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, M&LMC shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). M&LMC shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. M&LMC shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). M&LMC shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). M&LMC shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to M&LMC, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). M&LMC shall collect and analyze a minimum of twelve (12) soil samples from

six (6) locations on the Property. M&LMC shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:

- a). One location in the vicinity of monitoring well MW-3;
 - b). Three locations in the vicinity of soil borings B-10 in order to determine the extent of impact;
 - c). Two locations in the vicinity of soil boring B-11 in order to determine the extent of impact.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. One surface soil and one subsurface soil sample from the vicinity of the B-10 location shall be analyzed for the full EPA-TAL and EPA-TCL.
 - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). M&LMC shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples from the three existing monitoring wells identified as MW-1, MW-2 and MW-3.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample from MW-3 shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). M&LMC shall evaluate potential impacts to indoor air if the Department

determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial/industrial exposures consistent with the building construction on the Property.

- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow M&LMC to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). M&LMC shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). M&LMC shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). M&LMC shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). M&LMC shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. M&LMC may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, M&LMC shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - ii. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

- iii. Upon completion of any corrective measures, M&LMC shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). M&LMC shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). M&LMC shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. M&LMC shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). M&LMC agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by M&LMC.

PUBLIC PARTICIPATION

6. M&LMC and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by M&LMC.
- B. M&LMC shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign will state "Voluntary Cleanup Project by M&LMC under Voluntary Cleanup Contract 11-5708-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of M&LMC. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). M&LMC shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). M&LMC agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). M&LMC shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
 - 6). The sign(s) may be removed to accommodate building or grading activities; however, M&LMC shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. M&LMC shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. M&LMC shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. M&LMC shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. M&LMC or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property to

commercial / industrial use as the assessment required by this Contract is not comprehensive enough to determine whether the Property can meet unrestricted use [resident soil screening levels as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites / EPA maximum contaminant levels or action levels (MCL/AL) in groundwater]. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to M&LMC. An authorized representative of M&LMC or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. M&LMC or its Beneficiaries shall file the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. M&LMC or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use/MCL or AL in groundwater) on a portion of the Property, M&LMC or its Beneficiaries may create a new parcel that will be subject to the Declaration.
- E. The Declaration shall be recorded on the master deed of any planned development for the Property and noted, or referenced hereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for M&LMC or its

Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

- 1). M&LMC or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
- 2). M&LMC or its Beneficiaries shall create and continue to implement a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after M&LMC acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

H. M&LMC or its Beneficiaries or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded

using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to M&LMC shall be submitted to M&LMC's designated contact person who as of the effective date of this Contract shall be:

M&L Management Company LLC
Richard W. Molten, Jr., President
808-C Lady Street
Columbia, South Carolina 29201

FINANCIAL REIMBURSEMENT

11. M&LMC or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to M&LMC on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

M&L Management Company LLC
Richard W. Molten, Jr., President
808-C Lady Street
Columbia, South Carolina 29201

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 17 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 17 herein.

ACCESS TO THE PROPERTY

12. M&LMC agrees the Department has an irrevocable right of access to the Property for environmental response matters after M&LMC acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to M&LMC or its Beneficiaries for the Property under this Contract as follows:

- A. M&LMC or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed, encapsulated, or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that M&LMC or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been filed, but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that M&LMC or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if M&LMC or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. M&LMC or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. M&LMC shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

INUREMENT OF CONTRACT

15. The terms and conditions of this Contract apply to and inure to the benefit of the Department, M&LMC, and its Beneficiaries. The following stipulations apply to ensure the transition of all terms and conditions to successive Beneficiaries for any portion of the Property:
- A. M&LMC or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. If the Certificate of Completion has not been issued, M&LMC or its Beneficiaries shall request approval from the Department prior to transferring the terms and conditions of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1) Is eligible to be a Bona Fide Prospective Purchaser for the Property;
 - 2) Has sufficient resources to complete the activities of this Contract;
 - 3) Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,

- 4) Will assume the terms and conditions of this Contract and,
- 5) Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, M&LMC or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will comply with the terms and conditions of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is recorded on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

D. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. M&LMC, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide M&LMC or its Beneficiaries an opportunity to correct the

cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in M&LMC's or its Beneficiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of M&LMC or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by M&LMC or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by M&LMC or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by M&LMC or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of M&LMC's marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should M&LMC or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by M&LMC or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.

D. Termination of this Contract by any party does not end the obligations of M&LMC or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract.

Payment for such costs shall become immediately due.

- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any other covered party who did not participate in the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. M&LMC and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
- 1). Protection from CERCLA contribution claims.
 - 2). Protection from third-party claims insofar as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department.
- 1). The Department's covenant not to sue M&LMC and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by M&LMC or its Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by M&LMC or its Beneficiaries. The Department retains all rights under State and Federal laws to compel M&LMC and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by M&LMC or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than M&LMC and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than M&LMC and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY M&LMC

19. M&LMC retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. M&LMC and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, M&LMC and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. M&LMC and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by M&LMC or its Beneficiaries. M&LMC and its Beneficiaries shall make this demonstration to the

Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY M&LMC AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, M&LMC and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

23. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE:

Reviewed by Office of General Counsel

M&L MANAGEMENT COMPANY, LLC

BY:

DATE:

Richard W. Molten, Jr., President

8/24/2011

Richard W. Molten, Jr., President

BY:

DATE:

Dick Lamar, Vice-President

8/24/11

Dick Lamar, Vice-President

APPENDIX A

M&LMC

Application for Non-Responsible Party Voluntary Cleanup Contract

Received May 20, 2011

As amended



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
 2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name M&L MANAGEMENT COMPANY, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

RICHARD W MOLTEN JR. PRESIDENT rmolten@gmail.com
 Name Title Email
808-C LADY STREET SC803-771-7008 803-397-8368
 Address Phone1 Phone2
COLUMBIA SC 29201
 City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
DICK LAMAR	VICE PRESIDENT	(803) 771 - 7008	dlamar@moltenlamar.com	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

808 LADY STREET

COLUMBIA SC 29201
 Street address Suite Number
 City State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in SOUTH CAROLINA (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>RICHARD W MOLTEN JR</u>	
<u>DICK LAMAR</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 303 GADSDEN STREET, COLUMBIA,

b. County Richland

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of COLUMBIA
(town/city)

10. List any Companies or Site names by which the Property is known

SOUTHEASTERN ELECTRICAL

FORMER COLUMBIA PHOSPHATE

11. Total Size of Property Covered by this Contract .45 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

LIGHT INDUSTRIAL COMMERCIAL

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 08913-04-04
b. Acreage _____
c. Current Owner Southeastern Elec. Dist.
d. Owner Mailing Address Real Estate Co.

e. Contact Person for Access Richard Molten
f. Access Person's Phone # 803-397-8368
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2003
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 08913-04-02
b. Acreage _____
c. Current Owner Southeastern Elec. Dist.
d. Owner Mailing Address Real Estate Co.

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2003
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No

b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

24. Legal Counsel (Optional)

Firm

Attorney

Phone1

Phone 2

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Terracon Consultants, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Southeastern Electrical Site

☒ The Following reports are attached: _____ (Site Name)

Report Date

Report Name

Environmental Firm

November 29, 2010

Southeastern Electrical Site

Terracon Consultants, Inc.

June 15, 2011 (On-going)

Phase I ESA

Terracon Consultants, Inc

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Assigned File Number

Assigned Contract Number

Columbiana Phosphate Company

☒ N

57420

11-5708-NRP

Richland County Map

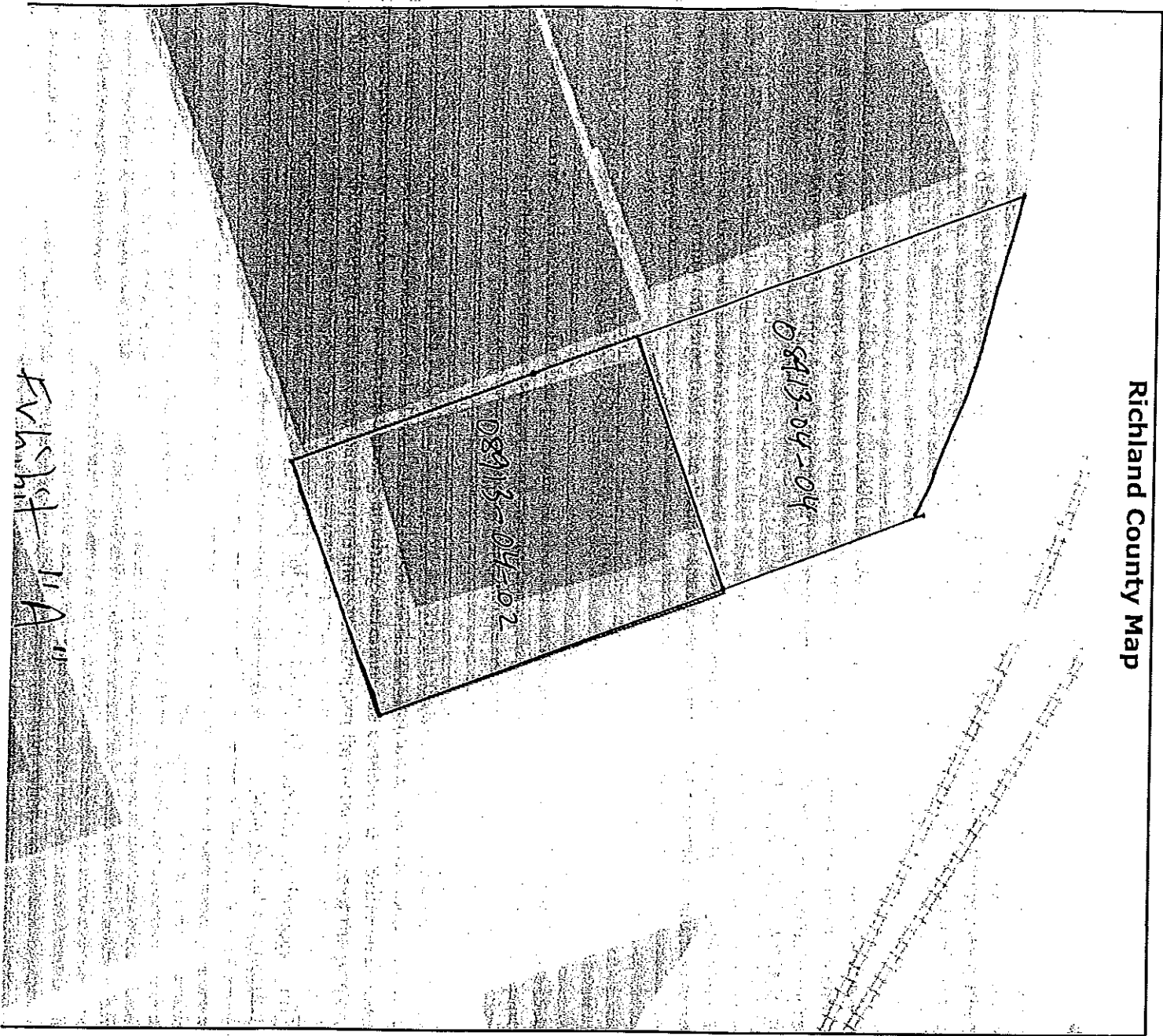


Exhibit 11A

EXHIBIT "A"

LEGAL DESCRIPTION

DBK 1247 PAGE 529

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, and State of South Carolina, being shown and delineated as Parcel "D-1" on a plat of Eugene M. Hood, et al., made by Larry W. Smith, RLS, dated June 27, 1986, and last revised December 23, 1986, and recorded in the Office of the RMC for Richland County, South Carolina, in Plat Book 51, page 3984; and being bounded and measuring as follows: On the South by Parcel "D" whereon it measures 91.87 feet; on the West by Parcel "C" whereon it measures 150.71 feet; on the Northeast by property now or formerly of Hood, et al., whereon it measures in a broken line a total distance of 124.33 feet; and on the East by undesignated property whereon it measures 66.17 feet; all measurements being a little more or less.

Deed Derivation: Deed Book D-854, page 45

TMS #8913-04-04

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gadsden Street and Catawba Street, in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as a parcel containing 0.26 acres on a plat prepared for Leslie W. Hamlett, Jr., and William F. Duncan by Associated Engineers and Surveyors, Inc., dated March 23, 1983, and recorded in the Office of the RMC for Richland County in Plat Book Z, page 4733; said parcel having such boundaries and measurements as shown on said plat which are specifically incorporated herein by reference thereto.

Deed Derivation: Deed Book D-817, page 756.

TMS: 8913-04-07

DBK 1247 PAGE 529

